

*Lease for Additional Property,
January 1, 2004 (executed in 2006)*

Board of Trustees NEIU to Window To The World Communications, Inc.
leasing property for additional parking

LEASE FOR ADDITIONAL PROPERTY

LESSOR: The Board of Trustees of Northeastern Illinois University
5500 N. St. Louis Ave.
Chicago, IL 60625
Cook County

LESSEE or CONTRACTOR
When applicable: Window To The World Communications, Inc. (WWCI)
formerly, Chicago Educational Television Association (WTTW)
5400 N. St. Louis Ave.
Chicago, IL 60625
Cook County

TERM: The term of this Addendum shall be for six (6) years beginning January 1, 2004. Thereafter, this lease shall be renewed automatically for successive one-year terms until terminated by either party. Termination shall become effective upon written notice to the other party delivered at least thirty (30) days prior to the end of the then current term.

TERMINATION: Upon termination as described above, Lessee agrees that it shall assume the cost to restore premises to its original configuration. If it is mutually agreed upon that the property shall not be restored to its original configuration then all renovations, construction, and improvements become the sole and exclusive property of the Lessor, at no expense to the Lessor.

PURPOSE: To provide additional parking for the Window To The World Communication, Inc. WWCI is a not-for-profit public television station and as such is eligible to lease Board of Trustees for Northeastern Illinois University property.

LOCATION: 5400 N. St. Louis Ave., ten (10) feet of frontage, on North St. Louis Avenue for the entire depth of the property presently under lease to WWCI. This property leased contains approximately 6283.5 square feet.

ANNUAL RENT: In consideration for the leased property the Lessee shall pay rent equal to the current price for a Level 2 University parking permit multiplied by the total number of parking spaces provided, herein determined to be a total of sixty (60) spaces. Current shall mean the price of a Level 2 Community User parking permit as established by the University during the current year.

The current rate of a University Level 2 Community User parking permit is \$ 235.00.

It is the desire of both parties to establish the on-going parking rate for the length of this ten-year lease term to increase by a set amount of 3% each year regardless of the then current cost of a University Level 2 Community User parking permit.

RENT PAYMENT: The Lessee shall pay the Lessor as rent for said premises the sum as calculated under Annual Rent payable monthly, at the rate of one-twelfth the annual rent during the initial term and each renewal term of the lease.

**SUBLETTING,
REPAIR &
RENOVATION:** The premises shall not be sublet in whole or in part to any person by the Lessee and shall not be assigned in any manner. Lessee shall be solely responsible for any renovation, construction and maintenance required to accommodate the Lessee's needs.

All plans for any renovation, or construction shall be reviewed and approved by the Lessor prior to the beginning of any work and all such work shall be consistent and subject to the provisions of the NINETY-EIGHT YEAR LEASE BETWEEN THE Lessor and the Lessee heretofore assigned to the Lessor an August 30, 1973. The plans shall include landscaping and fence treatment.

INSURANCE: For the initial term of the lease and each renewal term the Lessee agrees to procure and maintain at its own expense public liability insurance coverage on the leased property, and to provide a certificate of insurance to the Lessor wherein the Lessor is named as an additional insured. Limits of Public Liability are to be Bodily Injury \$500,000.00/\$1,000,000.00 and Property damage \$100,000.00

LAWS OF ILLINOIS:

- a. This contract shall be governed in all respects by the laws of the State of Illinois.
- b. Record Retention: Pursuant to Public Act 87-991, the Contractor shall maintain, for a minimum of 5 years after the completion of the contract,

adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by the Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- c. Contract Debt Certification: Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt during the term of the contract.
- d. Unlawful Discrimination: Contractor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
- e. Contractor agrees to comply with "an act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works", (775 ILCS 10/0. 1et seq.). The provisions of the Act are made part of this contract by reference as though set forth in full herein.
- f. Conflict of Interest: Contractor agrees to comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 500/5013, and 30 ILCS 500/50-35 a-b), and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this Contract the same as though they were incorporated and included herein.

- g. Subcontractor Disclosure: Contractor will state whether or not they will utilize the services of a subcontractor to fulfill obligations under this contract. If subcontractor will be used, this contract must include the names and addresses of all such subcontractors and the anticipated amount they will receive pursuant to the contract. Vendor's signature attests to the fact that subcontractors will not be utilized unless such a list is attached.
- h. The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- i. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- j. The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- k. Public Act 93-0575 adds Section 50-12 to the Illinois Procurement Code (30-ILCS 500/50-12). Section 50-12 prohibits the bidding or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order containing the finding or violation.

The Contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- l. Child Labor Act: The contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the state under this contract have been produced in whole or in part by the labor of any child under the age of 12.

Under penalties of perjury, the undersigned certifies:

- a. Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.
- b. Bribery Clause: The Contractor certifies it has not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity nor has the Contractor made any admission of guilt of such conduct which is a matter of public record.
- c. Loans: That is not in default on an educational loan as provided in Public Education Act 85-827 (105 ILCS 5/30-15. 12).
- d. Barred from Contracting/Bid-Rigging Rotating Law: Contractor certifies that it is not barred from contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 of the laws of the State of Illinois. These violations concern the criminal offenses of bid rigging, bid rotating, or kickback in regard to public contracts.
- e. Drug Free Workplace Act: Pursuant to the requirements of the Illinois Drug Free Workplace Act, the Contractor, if this agreement is in the amount of \$5,000 or more, certifies as follows:
 - 1. That the Contractor, if an individual or sole proprietorship, will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement; or
 - 2. That the Contractor, if a corporation, partnership, or other business entity having twenty-five (25) or more employees at the time of letting this Agreement, will provide a drug-free workplace by taking certain steps prescribed in the Act (in accordance with Attachment A, if applicable).
- f. In accordance with Illinois Tax Act, Section 708, Contractor declares that s/he/it is a resident of the State of Illinois.
- g. That 36-2246703 (FEIN NO.) is my correct Federal Taxpayer Identification Number. I am doing business as (please check):
 - . Individual
 - . Sole Proprietorship
 - . Partnership
 - . Corporation
 - X Not-for-Profit Corporation
 - . Real Estate Agent
 - . Governmental Entity
 - . Tax Exempt Organization (IRC 501(a) only)
 - . Trust or Estate
 - . Medical & Health Care Services Provider Corp.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives.

FIRM: Window To The World Communication, Inc.	THE BOARD OF TRUSTEES ON BEHALF OF NORTHEASTERN ILLINOIS UNIVERSITY
SIGNATURE: <i>Reese Marcusson</i>	SIGNATURE: <i>Salme Harju Steinberg</i>
DATE: <i>4/10/06</i>	DATE: <i>20 April 2006</i>
PRINTED NAME: Reese Marcusson	PRINTED NAME: Salme Harju Steinberg
TITLE: CFO	TITLE: President
ADDRESS: 5400 North St. Louis	SIGNATURE
	BY: _____
	DATE: _____
CITY/STATE/ZIP Chicago, Illinois 60625	PRINTED NAME
TELEPHONE: 773-509-5408 FAX: 773-509-5300	TITLE: Director of Purchasing

*Addendum to Lease,
January 1, 2004 (executed in 2006)*

Board of Trustees NEIU to Window To The World Communications, Inc.
joint agreement to reduced rental rate as follows: 1/1/2004 – 3/31/2006
at \$28,000 lump sum payment; from 4/1/2006 – 1/1/2014
at \$41,906 annually which is represented to be 4% of fair market value;
3% annual increases begin 1/1/2007

ADDENDUM TO LEASE

LESSOR: The Board of Trustees of Northeastern Illinois University
5500 N. St. Louis Ave.
Chicago, IL 60625
Cook County

LESSEE
Or when applicable
CONTRACTOR: Window to the World Communication, Inc. (WWCI)
formerly, Chicago Educational Television Association (WTTW)
5400 N. St. Louis Ave.
Chicago, IL 60625
Cook County

TERM: The term of this Addendum shall be for ten (10) years
beginning January 1, 2004.

PURPOSE: To provide agreement for the basis of market value for property
located at the northeast corner of St. Louis and Balmoral Avenues
in Chicago, IL.

LOCATION: 5400 N. St. Louis Ave., as more fully described by legal
description included in the NINETY EIGHT YEAR LEASE
between the Lessor and Lessee on August 30, 1973 (the "Lease")

ANNUAL RENT: In consideration for the leased property the Lessee shall pay rent
equal to the current market value of the property as of January 1,
2004. It is the joint agreement of the parties to the lease to
negotiate the fair market value. From using a calculation of the
Consumer Price Index the parties have agreed that the Fair
Market value of the property for the ten year period shall be
established as \$ 954,000.00. The annual rent for the 27 month
period from January 1, 2004 through March 31, 2006 shall be
\$28,000. Based on the Lease the annual rent for the 93 Month
period beginning April 1, 2006 shall be 4% of the Fair Market
Value \$41,906.00 which includes a 3% increase for 2005 and
2006.

Further it shall be understood that the Annual Lease payment
shall increase annually by 3% for each year beginning on January
1, 2007.

RENT PAYMENT: The Lessee shall pay the Lessor as rent for said premises the sum as calculated under Annual rent as determined above, one-twelfth due monthly on January 1, 2004 and each subsequent month for the remainder of the term of this addendum.

**SUBLETTING,
REPAIR &
RENOVATION:** The premises shall not be sublet in whole or in part to any person by the Lessee and shall not be assigned in any manner. Lessee shall be solely responsible for any renovation, construction and maintenance required to accommodate the Lessee's needs.

INSURANCE: For the initial term of the lease and each renewal term the Lessee agrees to procure and maintain at its own expense public liability insurance coverage on the leased property, and to provide a certificate of insurance to the Lessor wherein the Lessor is named as an additional insured. Limits of Public Liability are to be Bodily Injury \$500,000.00/\$1,000,000.00 and Property damage \$100,000.00

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determined to be delinquent in the payment of any debt during the term of the contract.

- d. Unlawful Discrimination: Contractor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

- e. Contractor agrees to comply with "an act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works", (775 ILCS 10/0. 1et

seq.). The provisions of the Act are made part of this contract by reference as though set forth in full herein.

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Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

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- e. Drug Free Workplace Act: Pursuant to the requirements of the Illinois Drug Free Workplace Act, the Contractor, if this agreement is in the amount of \$5,000 or more, certifies as follows:
1. That the Contractor, if an individual or sole proprietorship, will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement; or

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2. That the Contractor, if a corporation, partnership, or other business entity having twenty-five (25) or more employees at the

time of letting this Agreement, will provide a drug-free workplace by taking certain steps prescribed in the Act.

- f. In accordance with Illinois Tax Act, Section 708, Contractor declares that s/he/it is a resident of the State of Illinois.

- g. That 36-2246703 (FEIN NO.) is my correct Federal Taxpayer Identification Number. I am doing business as (please check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC |
| <input type="checkbox"/> 501(a) only) | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input checked="" type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Medical & Health Care Services |
| Provider Corp. | |

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives.

FIRM: Window To The World, Communications, Inc.	THE BOARD OF TRUSTEES ON BEHALF OF NORTHEASTERN ILLINOIS UNIVERSITY
SIGNATURE: <i>Reese Marcusson</i>	SIGNATURE: <i>Salme Harju Steinberg</i>
DATE: <i>4/14/06</i>	DATE: <i>4/20/06</i>
PRINTED NAME: Reese Marcusson	PRINTED NAME: Salme Harju Steinberg
TITLE: CFO	TITLE: President
ADDRESS: 5400 N. St. Louis	SIGNATURE
CITY/STATE/ZIP Chicago, Illinois 60625	DATE:
TELEPHONE: 773.509.5408	PRINTED NAME Robert Filipp
FAX: 773.509.5300	TITLE: Director of Purchasing